

REMARKS/ARGUMENTS

This Application has been carefully reviewed in light of the Office Action mailed August 24, 2007. Claims 1 and 3-71 are pending in this Application. Claims 9-14 and 23-70 have been withdrawn without prejudice. Claims 1-8, 15-22 and 71 were under examination.

In this paper, Claims 1, 3-8, and 15-17 have been canceled. New Claims 72-79 have been added. Independent Claims 18 and 71 have been amended. Consequently, Claims 18-22 and 71-79 are presented for examination.

Amendments to the Claims

Claims 18 and 71 have been amended to recite a multilayer protective film that includes an adhesive layer and that the adhesive layer adheres the protective film to the finish layer. New Claims 72-79 have been added to depend from Claim 71 and they correspond to dependent Claims 3, 4, 6-8, and 15-17 that have been canceled in this amendment.

Claim Rejections under 35 U.S.C. § 102(e)

In the Office Action, Claims 18 and 71 were rejected under 35 U.S.C. § 102(e) in view of U.S. Patent No. 6,949,160 granted to Weiss ("Weiss"). Weiss discloses an extrusion coating of a removable thermoplastic material onto freshly painted surfaces. Referring to Figure 1 and column 7, lines 34 to 48, Weiss discloses a homogenous high temperature plastic film 22 that is extruded on a upper surface 24 of a paint layer 16. As the film 22 comes into contact with the surface 24, a compression force is applied to the film by a compression roller 28. Weiss further discloses the optional addition of "adhesion promoters" (column 14, lines 56 to 66), such as tackifying resins, to the extrudable resins prior to their extrusion as a protective film. Weiss

provides 11 examples of the process of making the protective layer with or without inclusion of the adhesion promoters. Not a single example discloses or remotely implies that the adhesion promoter is a separate layer, but rather, in each and every example the adhesion promoter is added to the resin prior to extrusion and the film and adhesions promoter(s) are heated and extruded as a single homogenous layer. Moreover, Weiss uniformly contemplates that the protective layer is comprised of a single layer, which is reflected, for example, in Weiss's reference to "the thermoplastic protective layer," "the film layer," and "the protective layer" (for example, 8:52-53; 9:33-34, 10:13-19, 10:46, 10:56-58; 10:56-58; 11:9-11; 12:44-48; etc.).

Regarding the rejection of independent Claim 18, it is stated at page 3 of the Office Action that Weiss discloses "a protective layer (22) applied to the finish layer with an adhesive (the fact that the film is adhered to the finished layer means adhesive properties are involved)." Claim 18 has been amended to recite that the protective layer is comprised of multiple layers, including a separate adhesive layer that adheres the protective film layer to the finish layer, specifically, the claim now reads "multilayer protective layer comprising an adhesive layer, said protective layer adhered to the finish layer by said adhesive layer."

Regarding the rejection of independent Claim 71, it is stated at page 4 of the Office Action that "Weiss discloses...a multilayer film (a portion that is the adhesive portion that adheres to the panel, and the second portion, or layer, has no adhesive characteristics in that it prevents stacked panels from adhering to each other; Col. 3, lines 40-45)." First, it is noted at page 6 of the Office Action, in what appears to be the only response to applicants' arguments regarding Claim 71 (found at page 16 of the Amendment filed June 6, 2007), that "the Examiner concludes that the '160 reference does have a film adhered to a finish layer with an adhesive." But it is unclear how this explains the basis of the rejection or advances prosecution of the

application. Weiss simply does not disclose a multilayer film, which is apparent on inspection of the reference.

Second, applicants address the part of the rejection where it is stated that “a portion that is the adhesive portion that adheres to the panel, and the second portion, or layer, has no adhesive characteristics in that it prevents stacked panels from adhering to each other.” The argument appears to be that the mixture of resin and “adhesive promoters” extruded as disclosed in Weiss separate into a top protective non-adhesive layer and a bottom adhesive layer that adheres to the paint/finish layer to bind the top protective layer to the paint/finish layer. Weiss does not support this interpretation which appears to be arbitrary and ignores the meaning of “layer,” as in “multilayer protective film comprising an adhesive layer,” which by its ordinary meaning of “a thickness of some material laid on or spread over a surface.” Random House Unabridged Dictionary, 2006. Further, column 3, lines 40 to 45, are referenced in the Office Action and discloses that, “with the painted surfaces being covered, there is no sticking of adjacent panels to one another.” This passage seems to indicate that the paint is responsible, at least in part, for adhesion. Applicants do not disagree.

Weiss, in any respect, and for at least the reasons noted above, does not teach or suggest all the limitations of independent Claim 18 or 71. To anticipate a claim, the reference must teach every element of the claim (M.P.E.P. § 2131). Reconsideration for allowance of independent Claims 18 and 71, and their depending Claims 19-22 and 72-79, is respectfully requested.

Claim Rejections under 35 U.S.C. § 103(a)

The rejections under 35 U.S.C. § 103(a) are believed moot in view of the amendments presented in this action.

Applicants have made a diligent effort to advance the prosecution of this application by canceling claims, amending claims, and pointing out with particularity how the claims distinguish over the prior art and respectfully submit that the Application is in condition for allowance. The Examiner is invited to call the undersigned if a telephone conference would expedite the allowance of the claims pending in this application.

No fees are believed due, however, I hereby authorize the Commissioner to charge any additional fees or refunds that may be required by this paper to Gardere Wynne Sewell LLP Deposit Account No. 07-0153. If an extension of time is required, the extension is requested, and I authorize the Commissioner to charge any fees for this extension to Gardere Wynne Sewell LLP Deposit Account No. 07-0153.

Please direct all correspondence to the practitioner listed below at Customer No. 60148.

Respectfully submitted,



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